





ADDENDUM A

SPECIAL PROVISIONS ADDENDUM TO FARM AND RANCH CONTRACT

In the event of a conflict in the terms of this Addendum and the printed language in the Farm and Ranch Contract to which this Addendum is attached, the terms and provisions of this Addendum shall control. The term "Contract" as used herein means the Contract as amended by this Addendum.

1. **Form of Deed.** Notwithstanding anything else contained herein to the contrary, at closing, the Seller shall execute and deliver a **special warranty deed** conveying title to the Property to Buyer.

2. **As-Is.** Buyer agrees that it accepts the Property in its present "AS-IS" condition, and agrees that the following language will be included in the special warranty deed by which Seller shall convey the Property to Buyer:

**[THE FOLLOWING LANGUAGE SHALL APPEAR AFTER GRANTOR'S
SIGNATURE ON THE SPECIAL WARRANTY DEED]**

Grantee hereby accepts this deed subject to all of the exceptions contained herein and the provisions concerning taking the Property "AS-IS" and "WITH ALL FAULTS."

3. **Mineral Reservation.** Seller reserves from this transaction one hundred percent (100%) of the mineral estate owned by Seller, however, Seller waives all rights of ingress and egress associated with such mineral estate. To that end, the following reservation shall be added to the Special Warranty Deed:

Provided however, that Grantor reserves one hundred percent (100%) of Grantor's right title and interest in all oil, gas, and other minerals in, on, under, and that may be produced from the Land. Grantor hereby irrevocably waives and conveys to Grantee (the "Waiver") any and all rights it may have to use the surface of the Land or the first five hundred feet (500') below the surface of the Land, and (ii) use water, other substances or materials from any source in, on or under the Land in connection with the exploration, development, operation, production or use of any oil, gas and/or other minerals whether Grantors rights arise under this Special Warranty Deed or other instrument or agreement, by operation of law, or otherwise. Grantor shall only be able to exploit their interest oil, gas and/or other minerals by pooling, unitization, directional or horizontal drilling and other methods which do not enter, use or occupy the surface of the Land or the first five hundred feet (500') below the surface of the Land, conducted exclusively from surface locations off the Land.

The Waiver is a covenant running with the land and is binding on and will inure to the benefit of Grantor, Grantee, all subsequent owners of any interest in the Land, and their respective heirs,

Initialed for Identification by Buyer: _____ and Seller: _____

successors, legal representatives and assigns. All instruments and agreements affecting the Land that are executed by Grantor after the Waiver will contain a provision that makes the instrument or agreement expressly subject to the Waiver.

The Waiver will be governed by Texas law, without giving effect to laws that might require application of the law of another jurisdiction.

The Waiver is the entire understanding between Grantor and Grantee concerning the subject matter of the Waiver. The Waiver supersedes all negotiations, discussions, prior agreements and understandings, whether oral or written, concerning the subject matter of the Waiver, including all letters or expressions of intent.

4. **Restrictive Covenants.** After the Closing, no portion of the Property shall be used for any use other than residential use and/or farm and ranch use. A restrictive covenant shall be included in the Special Warranty Deed to that effect, which restrictive covenant shall additionally prohibit the following uses at the Property:

- a. Any strip club, adult bookstore, theatre, pornography shop or other facility specializing in or exhibiting pornographic materials or conducting any activity which would be defined as obscene according to the applicable federal, state, and local ordinances, laws and regulations (unless such materials are sold incidentally to the operations of a first-class national or regional chain bookstores, such as Barnes & Noble or the like);
- b. Any use creating or involving fly ash, or unlawful creation of dust or dirt;
- c. Any crematorium;
- d. Any use illegal under any governmental rule or regulation, or anything that may constitute a public or private nuisance;
- e. Any dumping, incineration or disposing of trash (the foregoing is not intended to prohibit the placement of trash in dumpsters from which such trash is regularly removed);
- f. Any jail, penal, detention or correctional institution; and
- g. Any mobile home park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction or maintenance).

Initialed for Identification by Buyer: _____ and Seller: _____



Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

11-2-2015



TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

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